B/0

13051-B

LAW OFFICES
ALVORD AND ALVORD
200 WORLD CENTER BUILDING
918 SIXTEENTH STREET, N.W.
WASHINGTON, D.C.
20006-2973

ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

ROBERT W. ALVORD+
CARL C. DAVIS*
CHARLES T. KAPPLER
JOHN H. DOYLE#
GEORGE JOHN KETO°
MILTON C. GRACE*
JAMES C. MARTIN, JR.#

*NOT A MEMBER OF D.C. BAR
+ALSO ADMITTED IN NEW YORK
°ALSO ADMITTED IN OHIO
#ALSO ADMITTED IN MARYLAND

OF COUNSEL
JESS LARSON
JOHN L. INGOLDSBY
URBAN A. LESTER

CABLE ADDRESS
"ALVORD"

TELEPHONE
AREA CODE 202
393-2266

TELEX
440367 A AND A

RECORDATION NO. 13051-B FILED 1425

JUL 5 1985 11 55 AM

INTERSTATE COMMERCE COMMISSION

July 5, 1985

BY HAND DELIVERY

No. 5-186A031

Date JUL 5 1985

Fee $ 10.00

ICC Washington, D. C.

MOTOR OPERATING UNIT

JUL 5 11 44 AM '85

ICC OFFICE OF THE SECRETARY

Mr. James H. Bayne
Secretary
Interstate Commerce Commission
Washington, D.C.

Dear Mr. Bayne:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. §11303(a) are the original and seven counterparts of a Second Amendment to Security Agreement - Trust Deed dated as of July 1, 1985, a "secondary document" as defined in the Commission's Rules for the Recordation of Documents.

The enclosed document amends a Security Agreement - Trust Deed dated as of April 1, 1981, which was duly filed and recorded at 2:50 p.m. on April 13, 1981 and assigned Recordation Number 13051.

A description of the railroad equipment covered by the enclosed document is set forth in Schedule A attached hereto and made a part hereof.

The names and addresses of the parties to the enclosed document are:

Debtor: The Connecticut Bank and Trust Company, National Association (Successor by merger to The Connecticut Bank and Trust Company) as Trustee under I.C.G. Trust No. 81-2
One Constitution Plaza
Hartford, Connecticut 06115

Secured Party: Mercantile - Safe Deposit and Trust Company
Two Hopkins Plaza
Baltimore, Maryland 21203

Counterpart C. T. Kappler

Kindly return the original and six counterparts of the enclosed document to Larry Elkins, Esq., Chapman and Cutler, 111 West Monroe Street, Chicago, Illinois 60603.

Also enclosed is a check in the amount of $10.00 payable to the order of the Interstate Commerce Commission covering the required recordation fee.

A short summary of the enclosed secondary document to appear in the Commission's Index is:

> Second Amendment to Security Agreement - Trust Deed dated as of July 1, 1985 amending a Security Agreement - Trust Deed dated as of April 1, 1981 from The Connecticut Bank and Trust Company, National Association, Debtor, to Mercantile - Safe Deposit and Trust Company, Secured Party, covering 13 rebuilt locomotives marked and numbered ICG 1465 through ICG 1477 and 300 open top hopper cars marked and numbered ICG 387200 through ICG 387499.

Very truly yours,

Charles T. Kappler

Charles T. Kappler
Attorney for the purpose of
this filing for:

The Connecticut Bank and Trust
Company, National Association

CTK/mlt
Enclosures

Schedule A

DESCRIPTION OF ITEMS OF EQUIPMENT

Description of New Items:	300 100-Ton Open Top Hopper Cars Marked and Numbered ICG 387200 through ICG 387499, inclusive
Description of Rebuilt Items:	13 Rebuilt SW-14 Diesel Electric Locomotives Marked and Numbered ICG 1465 through ICG 1477, inclusive

Interstate Commerce Commission
Washington, D.C. 20423

OFFICE OF THE SECRETARY

Charles T. Kappler
Alvord and Alvord
200 World Center Building
918 Sixteenth Street, NW.
Washington, DC. 20006-2973

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on July 5, 1985 at 11:55 AM and assigned re-recordation number(s). 13051-B.

Sincerely yours,

James H. Bayne

Secretary

Enclosure(s)

SE-30
(7/79)

RECORDATION NO. 13051-B Filed 1425

JUL 5 1985 11 55 AM

INTERSTATE COMMERCE COMMISSION

SECOND AMENDMENT TO
SECURITY AGREEMENT-TRUST DEED

Dated as of July 1, 1985

From

THE CONNECTICUT BANK AND TRUST COMPANY,
NATIONAL ASSOCIATION
(successor by merger to the Connecticut Bank and Trust Company),
as Trustee under I.C.G. Trust No. 81-2

DEBTOR

To

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY

SECURED PARTY

(I.C.G. Trust No. 81-2: Fixed Rate Refinancing)
(13 Rebuilt Locomotives and 300 Open Top Hopper Cars)

SECOND AMENDMENT TO
SECURITY AGREEMENT-TRUST DEED

THIS SECOND AMENDMENT TO SECURITY AGREEMENT-TRUST DEED dated as of July 1, 1985 (the "Second Amendment") is from THE CONNECTICUT BANK AND TRUST COMPANY, NATIONAL ASSOCIATION (successor by merger to The Connecticut Bank and Trust Company), not in its individual capacity but solely in its capacity as Trustee (the "Debtor") under a Trust Agreement dated as of April 1, 1981, as amended (the "Trust Agreement") with IRFC LEASING 5 CORPORATION (the "Trustor"), Debtor's post office address being One Constitution Plaza, Hartford, Connecticut 06115, Attention: Corporate Trust Department, to MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY (the "Secured Party") whose post office address is P.O. Box 2258, Baltimore, Maryland 21203, Attention: Corporate Trust Department.

R E C I T A L S:

A. The Debtor and the Secured Party have heretofore executed and delivered a Security Agreement-Trust Deed dated as of April 1, 1981 (the "Original Security Agreement") pursuant to which the Debtor granted to the Secured Party a security interest in the Collateral therein described (hereinafter referred to as the "Collateral").

B. The Original Security Agreement was recorded in the Office of the Secretary of the Interstate Commerce Commission on April 13, 1981 at 2:50 P.M. and was given Recordation No. 13051.

C. The Original Security Agreement was entered into as part of a leveraged lease financing of 13 rebuilt diesel electric locomotives and 300 open top hopper cars more fully described in Schedule A hereto (the "Equipment"). In order to provide a portion of the funds used by the Debtor to acquire the Equipment, the Debtor issued and sold its Secured Notes (the "Original Notes") to Continental Illinois National Bank and Trust Company of Chicago (the "Original Note Purchaser") in the principal amount of $13,508,285.

D. Pursuant to a refinancing of the Original Notes, the Debtor issued and sold on July 1, 1983 its Non-recourse Secured Note bearing interest at a variable rate, which Secured Note is presently outstanding in the principal amount of $12,220,783.74 (the "Outstanding Notes"). At the time of such issuance and sale, in order to cause such Secured Note to be secured by the Collateral under the Original Security Agreement, the Debtor entered into a First Amendment to the Original Security Agreement dated as of July 1, 1983, which First Amendment was recorded in the office of the Secretary of the Interstate Commerce Commission on July 1, 1983 at 11:00 a.m. and given recordation number 13051-A.

E. The Debtor now proposes to issue and sell at par on July 5, 1985 to Sanwa Business Credit Corporation (the "Note Purchaser") its 11.31% Non-Recourse Secured Note in the principal amount of $12,041,219.32 and to apply the proceeds of such sale, together with the installment of Additional Rental payable on July 5, 1985 by Illinois Central Gulf Railroad Company to the payment in full on July 5, 1985 of the outstanding principal balance and accrued interest on the Outstanding Notes.

F. In order to induce the Note Purchaser to purchase such 11.31% Non-Recourse Secured Note and to cause such Secured Note to be secured by the Collateral in the same manner and to the same extent as if the grant of the security interest in the Collateral were fully herein restated in its entirety to secure such Secured Note, the Debtor desires to amend the Original Security Agreement, as amended, as hereinafter set forth (the Original Security Agreement, as heretofore amended and as amended hereby, is hereinafter referred to as the "Security Agreement").

In consideration of the premises and other good and valuable consideration, the receipt whereof is hereby acknowledged, the Debtor and the Secured Party agree that the Original Security Agreement, as amended, shall be deemed to be and is hereby amended upon the execution and delivery of this Second Amendment as follows:

1. Recital A of the Original Security Agreement, as amended, shall be amended to read in its entirety as follows:

> "A. The Debtor and the Secured Party originally entered into a Participation Agreement dated as of April 1, 1981 (the "Original Participation Agreement") with Illinois Central Gulf Railroad Company, a Delaware corporation, the Lessee, Waterloo Railroad Company, the Trustor and Continental Illinois National Bank and Trust Company of Chicago (the "Original Note Purchaser") providing for the commitment of the Original Note Purchaser to purchase on a Deposit Date not later than April 16, 1981 the Non-Recourse Secured Notes (the "Original Notes") of the Debtor in the aggregate principal amount of $13,508,285.00. Thereafter, the Debtor and the Secured Party entered into a Participation Agreement dated as of July 1, 1983 (the "Refinancing Participation Agreement") with the Lessee, the Trustor and Bank of America National Trust and Savings Association ("B of A") providing for the commitment of B of A to purchase on July 1, 1983 the Non-Recourse Secured Notes (the "B of A Note") of the Debtor in the aggregate principal amount of $13,360,908.12, the proceeds of which sale were to be applied to the payment in full of the outstanding principal balance of the Original Note. In order to

refinance the B of A Note, the Debtor and the Secured Party have entered into a Participation Agreement dated as of July 1, 1985 (the "Participation Agreement") with the Lessee, the Trustor and Sanwa Business Credit Corporation (the "Note Purchaser") providing for the commitment of the Note Purchaser to purchase on July 5, 1985 11.31% Non-Recourse Secured Notes (the "Notes") of the Debtor in the aggregate principal amount of $12,041,219.32, the proceeds of which sale are to be applied to the payment in full of the outstanding principal balance of the B of A Note. The Notes are to be dated July 5, 1985, to bear interest from such date, to be expressed to mature in thirty-two (32) consecutive quarterly installments, including both principal and interest, to be payable in accordance with the amortization schedule set forth in Schedule 3 hereto with the first such installment to be paid on October 1, 1985 and the balance of such installments to be paid on the first day of January, April, July and October thereafter to and including July 1, 1993, and to be otherwise substantially in the form attached hereto as Exhibit A. The Notes are to bear interest at the rate of 11.31% per annum. Reference herein to this "Security Agreement" shall mean and include this Security Agreement-Trust Deed, as amended by the First Amendment thereto dated as of July 1, 1983 and the Second Amendment thereto dated as of July 1, 1985 and as from time to time amended or supplemented thereafter pursuant to the terms hereof."

2. Section 1.1 of the Original Security Agreement shall be amended so that the portion thereof appearing prior to the second semicolon contained therein shall read as follows:

"Collateral includes the locomotives and other railroad equipment described in Schedule 1 attached hereto and made a part hereof (the "Equipment" and individually an "Item" or "Item of Equipment"), and which constitutes the locomotives and other equipment leased and delivered under that certain Equipment Lease dated as of April 1, 1981, as amended by a First Amendment thereto dated as of April 1, 1981, a Second Amendment thereto dated as of July 1, 1983 and a Third Amendment thereto dated as of July 1, 1985 (together the "Lease") between the Debtor, as lessor, and the Lessee, as lessee;"

3. Section 5.3 of the Original Security Agreement, as amended, shall be amended by deleting from clause (b) thereof the phrase "except for the amount, if any, payable pursuant to Section 2.4 of the Participation Agreement".

4. Section 6.3 of the Original Security Agreement, as amended, shall be amended so that, in each of the two instances in which the phrase "or in the Original Participation Agreement" appears therein, there shall be added immediately following the same the phrase, ", in the Refinancing Participation Agreement".

5. Exhibit A to the Original Security Agreement, as amended, shall be amended in its entirety to read as set forth in the form of the 11.31% Non-Recourse Secured Note attached to this Second Amendment as Exhibit A.

6. Schedule 3 to the Original Security Agreement, as amended, shall be amended in its entirety to read as set forth in the Amortization Schedule attached to this Second Amendment as Schedule 3.

This Second Amendment to Security Agreement-Trust Deed shall be construed in accordance with and governed by the laws of the State of Maryland; provided, however, that the Secured Party shall be entitled to all the rights conferred by any applicable Federal statute, rule or regulation.

This Second Amendment to Security Agreement-Trust Deed may be executed, acknowledged and delivered in any number of counterparts, each of such counterparts constituting an original but all together only one Security Agreement.

IN WITNESS WHEREOF, the Debtor and the Secured party have caused this Second Amendment to Security Agreement-Trust Deed to be executed, as of the day and year first above written.

THE CONNECTICUT BANK AND TRUST COMPANY, NATIONAL ASSOCIATION, not individually but solely as Trustee under I.C.G. Trust No. 81-2

[CORPORATE SEAL]

ATTEST:

By ______________________
Its ______ Vice President

____
Authorized Officer

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY

[CORPORATE SEAL]

By ______________________
Its ________ Vice President

ATTEST:

____
________ Corporate Trust Officer

STATE OF CONNECTICUT)
) SS
COUNTY OF HARTFORD)

On this ____ day of June, 1985, before me personally appeared F. W. KAWAM, to me personally known, who being by me duly sworn, says that he is a(n) ________ Vice President of THE CONNECTICUT BANK AND TRUST COMPANY, NATIONAL ASSOCIATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Earla Mae Sheppard
Notary Public

(SEAL)

EARLA MAE SHEPPARD
NOTARY PUBLIC

My commission expires: MY COMMISSION EXPIRES MARCH 31, 1989

STATE OF MARYLAND)
) SS
CITY OF BALTIMORE)

On this _____ day of June, 1985, before me personally appeared __________________________, to me personally known, who being by me duly sworn, says that he is a(n) __________ Vice President of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

____
Notary Public

(SEAL)

My commission expires: ____________________

AMORTIZATION SCHEDULE

(Payments Required Per $1,000,000 Principal Amount
of 11.31% Non-Recourse Secured Notes Issued by Debtor)

Installment Payment Date	Portion Allocated to Principal	Portion Allocated to Interest	Total Payment	Principal Balance
10/1/1985	15,285.29	27,018.33	42,303.62	984,714.71
1/1/1986	15,667.42	27,842.81	43,510.23	969,047.29
4/1/1986	16,059.11	27,399.81	43,458.92	952,988.18
7/1/1986	16,460.58	26,945.74	43,406.32	936,527.60
10/1/1986	16,872.10	26,480.32	43,352.42	919,655.50
1/1/1987	17,293.90	26,003.26	43,297.16	902,361.60
4/1/1987	17,726.25	25,514.27	43,240.52	884,635.35
7/1/1987	27,121.70	25,013.06	52,134.76	857,513.65
10/1/1987	27,799.74	24,246.20	52,045.94	829,713.91
1/1/1988	28,494.73	23,460.16	51,954.89	801,219.18
4/1/1988	29,207.10	22,654.47	51,861.57	772,012.08
7/1/1988	29,937.27	21,828.64	51,765.91	742,074.81
10/1/1988	30,685.71	20,982.17	51,667.88	711,389.10
1/1/1989	31,452.85	20,114.53	51,567.38	679,936.25
4/1/1989	32,239.17	19,225.20	51,464.37	647,697.08
7/1/1989	33,045.16	18,313.63	51,358.79	614,651.92
10/1/1989	33,871.28	17,379.28	51,250.56	580,780.64
1/1/1990	34,718.06	16,421.57	51,139.63	546,062,58
4/1/1990	35,586.02	15,439.92	51,025.93	510,476.56
7/1/1990	25,378.42	14,433.73	39,812.15	485,098.14
10/1/1990	37,110.12	13,716.15	50,826.27	447,988.02
1/1/1991	38,037.88	12,666.86	50,704.74	409.950.14
4/1/1991	38,988.83	11,591.34	50,580.17	370,961.31
7/1/1991	39,963.55	10,488.93	50,452.48	330,997.76
10/1/1991	40,962.63	9,358.96	50,321.59	290,035.13
1/1/1992	41,986.70	8,200.74	50,187.44	248,048.43
4/1/1992	43,036.37	7,013.57	50,049.94	205,012.06
7/1/1992	44,112.28	5,796.72	49,909.00	160,899.78
10/1/1992	45,215.08	4,549.44	49,764.52	115,684.70
1/1/1993	46,345.46	3,270.99	49,616.45	69,339.24
4/1/1993	47,504.10	1,960.57	49,464.67	21,835.14
7/1/1993	21,835.14	617.39	22,452.54	0.00

SCHEDULE 3
(to Second Amendment to
Security Agreement-Trust Deed)

DESCRIPTION OF EQUIPMENT

13	Rebuilt SW-14 Diesel Electric Locomotives Marked and Numbered I.C.G. 1465 through I.C.G. 1477, inclusive
300	100-Ton Open Top Hopper Cars Marked and Numbered I.C.G. 387200 through 387499, inclusive

SCHEDULE A
(to Second Amendment to
Security Agreement-Trust Deed)

THE CONNECTICUT BANK AND TRUST COMPANY, NATIONAL ASSOCIATION
As Trustee under I.C.G. Trust No. 81-2

11.31% NON-RECOURSE SECURED NOTE

No. R-

$______________ __________, 1985

FOR VALUE RECEIVED, the undersigned, THE CONNECTICUT BANK AND TRUST COMPANY, NATIONAL ASSOCIATION (successor by merger to The Connecticut Bank and Trust Company), not individually but solely as trustee (the "Trustee") under that certain Trust Agreement dated as of April 1, 1981, as amended sometimes identified as I.C.G. Trust No. 81-2 (the "Trust Agreement") promises to pay to

SANWA BUSINESS CREDIT CORPORATION

or registered assigns,
the principal sum of

and to pay interest accrued and unpaid from the date hereof until maturity on the unpaid principal hereof at the rate of 11.31% per annum (computed on the basis of a 360-day year of 12 consecutive 30-day months), in installments as follows:

(i) thirty-two (32) installments of principal and accrued and unpaid interest, the amount of the principal portion of each respective installment shall be equal to the amount therefor specified on Schedule A attached hereto and made a part hereof, payable on October 1, 1985 and on the first day of each January, April, July and October thereafter to and including July 1; 1993; and

(ii) Interest on overdue principal and (to the extent legally enforceable) on overdue interest at a rate per annum equal to 12.31% per annum.

Both the principal hereof and interest hereon are payable to the registered holder hereof in coin or currency of the United States of America which at the time of payment shall be legal tender for the payment of public and private debts. If the date on which any payment on this Note is to be made is not a business day, the payment otherwise payable on such date shall be payable on the next succeeding business day. For purposes of this Note, the term "business day" means calendar days, excluding Saturdays, Sundays and holidays on which banks in the States of

Illinois, Connecticut, New York, California or Maryland are authorized or required to close.

This Note is one of the 11.31% Non-Recourse Secured Notes of the Trustee not exceeding $12,041,219.32 in aggregate principal amount (the "Notes") issued under and pursuant to the Participation Agreement dated as of July 1, 1985 among the Trustee, Illinois Central Gulf Railroad Company (the "Lessee"), IRFC Leasing 5 Corporation (the "Trustor"), Mercantile-Safe Deposit and Trust Company, as security trustee (the "Secured Party") and Sanwa Business Credit Corporation, and also issued under and equally and ratably with said other Notes secured by that certain Security Agreement-Trust Deed dated as of April 1, 1981, as amended by a First Amendment thereto dated as of July 1 1983 and a Second Amendment thereto dated as of July 1, 1985 (together, the "Security Agreement") from the Trustee to the Secured Party. Reference is made to the Security Agreement and all supplements and amendments thereto executed pursuant to the Security Agreement for a description of the Collateral (as defined in the Security Agreement), and the nature and extent of the security and rights of the Secured Party, the holder or holders of the Notes and of the Trustee in respect thereof.

Certain prepayments are required to be made on this Note and any other Notes outstanding under the Security Agreement. The Trustee agrees to make the required prepayments on such Notes in accordance with the provisions of the Security Agreement. Unless accelerated pursuant to the Security Agreement, neither this Note nor any other such Notes are subject to prepayments or redemption in whole or in part at the option of the Trustee or any other party prior to the expressed maturity date.

The terms and provisions of the Security Agreement and the rights and obligations of the Secured Party and the rights of the holders of the Notes may be changed and modified to the extent permitted by and as provided in the Security Agreement.

This Note is a registered Note and is transferable only by surrender thereof at the principal office of the Debtor, duly endorsed or accompanied by a written instrument of transfer, duly executed by the registered holder of this Note or his attorney duly authorized in writing.

This Note and the Security Agreement are governed by and construed in accordance with the laws of the State of Maryland.

It is expressly understood and agreed by and between the Trustee, the Trustor, the holder of this Note and the Secured Party and their respective successors and assigns, that this Note is executed by The Connecticut Bank and Trust Company, National Association, not individually or personally but solely as Trustee under the Trust Agreement in the exercise of the power and authority conferred and vested in it as such Trustee; and it is expressly understood and agreed that nothing herein contained shall be construed as creating any liability of The Connecticut Bank and Trust Company, National Association, or of the Trustor, individually or personally, for or on account of any express or implied representation, warranty, covenant or agreement made herein (other than those expressly made in the Debtor's individual capacity in the Participation Agreement and in Section 2.2 of the Security Agreement), all such liability, if any, being expressly waived by the holder of this Note and by the Secured Party and by each and every person now or hereafter claiming by, through or under the holder of this Note or the Secured Party; and that so far as The Connecticut Bank and Trust Company, National Association or the Trustor, individually or personally, are concerned, the holder of this Note and the Secured party and any person claiming by, through or under the holder of this Note or the Secured Party shall look solely to the Collateral for payment of the indebtedness evidenced by this Note or of any liability resulting from or arising out of any breach of any representation, warranty or covenant (other than those expressly made in the Debtor's individual capacity in Section 2.2 of the Security Agreement) made by the Trustee herein.

IN WITNESS WHEREOF, the Trustee has caused this Note to be duly executed.

THE CONNECTICUT BANK AND TRUST COMPANY, NATIONAL ASSOCIATION
not in its individual capacity
but solely as Trustee

By______________________________
Its______________________________

NOTICE

THIS NOTE HAS NOT BEEN REGISTERED PURSUANT TO THE SECURITIES ACT OF 1933 OR UNDER THE SECURITIES LAWS OF ANY STATE. THIS NOTE MAY NOT BE OFFERED OR SOLD UNLESS IT IS REGISTERED UNDER THE APPLICABLE SECURITIES LAWS OR UNLESS AN EXEMPTION FROM SUCH REGISTRATION IS AVAILABLE.

Inquiries Should be Made to the Security Trustee if Certification as to Balance Due Hereunder is Required.

SECOND AMENDMENT TO
SECURITY AGREEMENT-TRUST DEED

Dated as of July 1, 1985

From

THE CONNECTICUT BANK AND TRUST COMPANY,
NATIONAL ASSOCIATION
(successor by merger to the Connecticut Bank and Trust Company),
as Trustee under I.C.G. Trust No. 81-2

DEBTOR

To

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY

SECURED PARTY

(I.C.G. Trust No. 81-2: Fixed Rate Refinancing)
(13 Rebuilt Locomotives and 300 Open Top Hopper Cars)

SECOND AMENDMENT TO
SECURITY AGREEMENT-TRUST DEED

THIS SECOND AMENDMENT TO SECURITY AGREEMENT-TRUST DEED dated as of July 1, 1985 (the "Second Amendment") is from THE CONNECTICUT BANK AND TRUST COMPANY, NATIONAL ASSOCIATION (successor by merger to The Connecticut Bank and Trust Company), not in its individual capacity but solely in its capacity as Trustee (the "Debtor") under a Trust Agreement dated as of April 1, 1981, as amended (the "Trust Agreement") with IRFC LEASING 5 CORPORATION (the "Trustor"), Debtor's post office address being One Constitution Plaza, Hartford, Connecticut 06115, Attention: Corporate Trust Department, to MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY (the "Secured Party") whose post office address is P.O. Box 2258, Baltimore, Maryland 21203, Attention: Corporate Trust Department.

R E C I T A L S:

A. The Debtor and the Secured Party have heretofore executed and delivered a Security Agreement-Trust Deed dated as of April 1, 1981 (the "Original Security Agreement") pursuant to which the Debtor granted to the Secured Party a security interest in the Collateral therein described (hereinafter referred to as the "Collateral").

B. The Original Security Agreement was recorded in the Office of the Secretary of the Interstate Commerce Commission on April 13, 1981 at 2:50 P.M. and was given Recordation No. 13051.

C. The Original Security Agreement was entered into as part of a leveraged lease financing of 13 rebuilt diesel electric locomotives and 300 open top hopper cars more fully described in Schedule A hereto (the "Equipment"). In order to provide a portion of the funds used by the Debtor to acquire the Equipment, the Debtor issued and sold its Secured Notes (the "Original Notes") to Continental Illinois National Bank and Trust Company of Chicago (the "Original Note Purchaser") in the principal amount of $13,508,285.

D. Pursuant to a refinancing of the Original Notes, the Debtor issued and sold on July 1, 1983 its Non-recourse Secured Note bearing interest at a variable rate, which Secured Note is presently outstanding in the principal amount of $12,220,783.74 (the "Outstanding Notes"). At the time of such issuance and sale, in order to cause such Secured Note to be secured by the Collateral under the Original Security Agreement, the Debtor entered into a First Amendment to the Original Security Agreement dated as of July 1, 1983, which First Amendment was recorded in the office of the Secretary of the Interstate Commerce Commission on July 1, 1983 at 11:00 a.m. and given recordation number 13051-A.

E. The Debtor now proposes to issue and sell at par on July 5, 1985 to Sanwa Business Credit Corporation (the "Note Purchaser") its 11.31% Non-Recourse Secured Note in the principal amount of $12,041,219.32 and to apply the proceeds of such sale, together with the installment of Additional Rental payable on July 5, 1985 by Illinois Central Gulf Railroad Company to the payment in full on July 5, 1985 of the outstanding principal balance and accrued interest on the Outstanding Notes.

F. In order to induce the Note Purchaser to purchase such 11.31% Non-Recourse Secured Note and to cause such Secured Note to be secured by the Collateral in the same manner and to the same extent as if the grant of the security interest in the Collateral were fully herein restated in its entirety to secure such Secured Note, the Debtor desires to amend the Original Security Agreement, as amended, as hereinafter set forth (the Original Security Agreement, as heretofore amended and as amended hereby, is hereinafter referred to as the "Security Agreement").

In consideration of the premises and other good and valuable consideration, the receipt whereof is hereby acknowledged, the Debtor and the Secured Party agree that the Original Security Agreement, as amended, shall be deemed to be and is hereby amended upon the execution and delivery of this Second Amendment as follows:

1. Recital A of the Original Security Agreement, as amended, shall be amended to read in its entirety as follows:

> "A. The Debtor and the Secured Party originally entered into a Participation Agreement dated as of April 1, 1981 (the "Original Participation Agreement") with Illinois Central Gulf Railroad Company, a Delaware corporation, the Lessee, Waterloo Railroad Company, the Trustor and Continental Illinois National Bank and Trust Company of Chicago (the "Original Note Purchaser") providing for the commitment of the Original Note Purchaser to purchase on a Deposit Date not later than April 16, 1981 the Non-Recourse Secured Notes (the "Original Notes") of the Debtor in the aggregate principal amount of $13,508,285.00. Thereafter, the Debtor and the Secured Party entered into a Participation Agreement dated as of July 1, 1983 (the "Refinancing Participation Agreement") with the Lessee, the Trustor and Bank of America National Trust and Savings Association ("B of A") providing for the commitment of B of A to purchase on July 1, 1983 the Non-Recourse Secured Notes (the "B of A Note") of the Debtor in the aggregate principal amount of $13,360,908.12, the proceeds of which sale were to be applied to the payment in full of the outstanding principal balance of the Original Note. In order to

refinance the B of A Note, the Debtor and the Secured Party have entered into a Participation Agreement dated as of July 1, 1985 (the "Participation Agreement") with the Lessee, the Trustor and Sanwa Business Credit Corporation (the "Note Purchaser") providing for the commitment of the Note Purchaser to purchase on July 5, 1985 11.31% Non-Recourse Secured Notes (the "Notes") of the Debtor in the aggregate principal amount of $12,041,219.32, the proceeds of which sale are to be applied to the payment in full of the outstanding principal balance of the B of A Note. The Notes are to be dated July 5, 1985, to bear interest from such date, to be expressed to mature in thirty-two (32) consecutive quarterly installments, including both principal and interest, to be payable in accordance with the amortization schedule set forth in Schedule 3 hereto with the first such installment to be paid on October 1, 1985 and the balance of such installments to be paid on the first day of January, April, July and October thereafter to and including July 1, 1993, and to be otherwise substantially in the form attached hereto as Exhibit A. The Notes are to bear interest at the rate of 11.31% per annum. Reference herein to this "Security Agreement" shall mean and include this Security Agreement-Trust Deed, as amended by the First Amendment thereto dated as of July 1, 1983 and the Second Amendment thereto dated as of July 1, 1985 and as from time to time amended or supplemented thereafter pursuant to the terms hereof."

2. Section 1.1 of the Original Security Agreement shall be amended so that the portion thereof appearing prior to the second semicolon contained therein shall read as follows:

"Collateral includes the locomotives and other railroad equipment described in Schedule 1 attached hereto and made a part hereof (the "Equipment" and individually an "Item" or "Item of Equipment"), and which constitutes the locomotives and other equipment leased and delivered under that certain Equipment Lease dated as of April 1, 1981, as amended by a First Amendment thereto dated as of April 1, 1981, a Second Amendment thereto dated as of July 1, 1983 and a Third Amendment thereto dated as of July 1, 1985 (together the "Lease") between the Debtor, as lessor, and the Lessee, as lessee;"

3. Section 5.3 of the Original Security Agreement, as amended, shall be amended by deleting from clause (b) thereof the phrase "except for the amount, if any, payable pursuant to Section 2.4 of the Participation Agreement".

4. Section 6.3 of the Original Security Agreement, as amended, shall be amended so that, in each of the two instances in which the phrase "or in the Original Participation Agreement" appears therein, there shall be added immediately following the same the phrase, ", in the Refinancing Participation Agreement".

5. Exhibit A to the Original Security Agreement, as amended, shall be amended in its entirety to read as set forth in the form of the 11.31% Non-Recourse Secured Note attached to this Second Amendment as Exhibit A.

6. Schedule 3 to the Original Security Agreement, as amended, shall be amended in its entirety to read as set forth in the Amortization Schedule attached to this Second Amendment as Schedule 3.

This Second Amendment to Security Agreement-Trust Deed shall be construed in accordance with and governed by the laws of the State of Maryland; provided, however, that the Secured Party shall be entitled to all the rights conferred by any applicable Federal statute, rule or regulation.

This Second Amendment to Security Agreement-Trust Deed may be executed, acknowledged and delivered in any number of counterparts, each of such counterparts constituting an original but all together only one Security Agreement.

IN WITNESS WHEREOF, the Debtor and the Secured party have caused this Second Amendment to Security Agreement-Trust Deed to be executed, as of the day and year first above written.

THE CONNECTICUT BANK AND TRUST COMPANY, NATIONAL ASSOCIATION, not individually but solely as Trustee under I.C.G. Trust No. 81-2

[CORPORATE SEAL]

ATTEST:

By______________________________
Its ______ Vice President

____
Authorized Officer

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY

[CORPORATE SEAL]

ATTEST:

By______________________________
Its ________ Vice President

____
________ Corporate Trust Officer

STATE OF CONNECTICUT)
) SS
COUNTY OF HARTFORD)

On this _____ day of June, 1985, before me personally appeared ____________________________, to me personally known, who being by me duly sworn, says that he is a(n) ________ Vice President of THE CONNECTICUT BANK AND TRUST COMPANY, NATIONAL ASSOCIATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

____
Notary Public

(SEAL)

My commission expires: __________________

STATE OF MARYLAND)
) SS
CITY OF BALTIMORE)

On this 25th day of June, 1985, before me personally appeared R.E. SCHREIBER, to me personally known, who being by me duly sworn, says that he is a(n) __________ Vice President of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Patricia A. Conn
Notary Public

(SEAL)

My commission expires: 7-1-86

AMORTIZATION SCHEDULE

(Payments Required Per $1,000,000 Principal Amount of 11.31% Non-Recourse Secured Notes Issued by Debtor)

Installment Payment Date	Portion Allocated to Principal	Portion Allocated to Interest	Total Payment	Principal Balance
10/1/1985	15,285.29	27,018.33	42,303.62	984,714.71
1/1/1986	15,667.42	27,842.81	43,510.23	969,047.29
4/1/1986	16,059.11	27,399.81	43,458.92	952,988.18
7/1/1986	16,460.58	26,945.74	43,406.32	936,527.60
10/1/1986	16,872.10	26,480.32	43,352.42	919,655.50
1/1/1987	17,293.90	26,003.26	43,297.16	902,361.60
4/1/1987	17,726.25	25,514.27	43,240.52	884,635.35
7/1/1987	27,121.70	25,013.06	52,134.76	857,513.65
10/1/1987	27,799.74	24,246.20	52,045.94	829,713.91
1/1/1988	28,494.73	23,460.16	51,954.89	801,219.18
4/1/1988	29,207.10	22,654.47	51,861.57	772,012.08
7/1/1988	29,937.27	21,828.64	51,765.91	742,074.81
10/1/1988	30,685.71	20,982.17	51,667.88	711,389.10
1/1/1989	31,452.85	20,114.53	51,567.38	679,936.25
4/1/1989	32,239.17	19,225.20	51,464.37	647,697.08
7/1/1989	33,045.16	18,313.63	51,358.79	614,651.92
10/1/1989	33,871.28	17,379.28	51,250.56	580,780.64
1/1/1990	34,718.06	16,421.57	51,139.63	546,062,58
4/1/1990	35,586.02	15,439.92	51,025.93	510,476.56
7/1/1990	25,378.42	14,433.73	39,812.15	485,098.14
10/1/1990	37,110.12	13,716.15	50,826.27	447,988.02
1/1/1991	38,037.88	12,666.86	50,704.74	409.950.14
4/1/1991	38,988.83	11,591.34	50,580.17	370,961.31
7/1/1991	39,963.55	10,488.93	50,452.48	330,997.76
10/1/1991	40,962.63	9,358.96	50,321.59	290,035.13
1/1/1992	41,986.70	8,200.74	50,187.44	248,048.43
4/1/1992	43,036.37	7,013.57	50,049.94	205,012.06
7/1/1992	44,112.28	5,796.72	49,909.00	160,899.78
10/1/1992	45,215.08	4,549.44	49,764.52	115,684.70
1/1/1993	46,345.46	3,270.99	49,616.45	69,339.24
4/1/1993	47,504.10	1,960.57	49,464.67	21,835.14
7/1/1993	21,835.14	617.39	22,452.54	0.00

DESCRIPTION OF EQUIPMENT

13	Rebuilt SW-14 Diesel Electric Locomotives Marked and Numbered I.C.G. 1465 through I.C.G. 1477, inclusive
300	100-Ton Open Top Hopper Cars Marked and Numbered I.C.G. 387200 through 387499, inclusive

SCHEDULE A
(to Second Amendment to
Security Agreement-Trust Deed)

THE CONNECTICUT BANK AND TRUST COMPANY, NATIONAL ASSOCIATION
As Trustee under I.C.G. Trust No. 81-2

11.31% NON-RECOURSE SECURED NOTE

No. R-

$______________ ________, 1985

FOR VALUE RECEIVED, the undersigned, THE CONNECTICUT BANK AND TRUST COMPANY, NATIONAL ASSOCIATION (successor by merger to The Connecticut Bank and Trust Company), not individually but solely as trustee (the "Trustee") under that certain Trust Agreement dated as of April 1, 1981, as amended sometimes identified as I.C.G. Trust No. 81-2 (the "Trust Agreement") promises to pay to

SANWA BUSINESS CREDIT CORPORATION

or registered assigns,
the principal sum of

and to pay interest accrued and unpaid from the date hereof until maturity on the unpaid principal hereof at the rate of 11.31% per annum (computed on the basis of a 360-day year of 12 consecutive 30-day months), in installments as follows:

(i) thirty-two (32) installments of principal and accrued and unpaid interest, the amount of the principal portion of each respective installment shall be equal to the amount therefor specified on Schedule A attached hereto and made a part hereof, payable on October 1, 1985 and on the first day of each January, April, July and October thereafter to and including July 1, 1993; and

(ii) Interest on overdue principal and (to the extent legally enforceable) on overdue interest at a rate per annum equal to 12.31% per annum.

Both the principal hereof and interest hereon are payable to the registered holder hereof in coin or currency of the United States of America which at the time of payment shall be legal tender for the payment of public and private debts. If the date on which any payment on this Note is to be made is not a business day, the payment otherwise payable on such date shall be payable on the next succeeding business day. For purposes of this Note, the term "business day" means calendar days, excluding Saturdays, Sundays and holidays on which banks in the States of

Illinois, Connecticut, New York, California or Maryland are authorized or required to close.

This Note is one of the 11.31% Non-Recourse Secured Notes of the Trustee not exceeding $12,041,219.32 in aggregate principal amount (the "Notes") issued under and pursuant to the Participation Agreement dated as of July 1, 1985 among the Trustee, Illinois Central Gulf Railroad Company (the "Lessee"), IRFC Leasing 5 Corporation (the "Trustor"), Mercantile-Safe Deposit and Trust Company, as security trustee (the "Secured Party") and Sanwa Business Credit Corporation, and also issued under and equally and ratably with said other Notes secured by that certain Security Agreement-Trust Deed dated as of April 1, 1981, as amended by a First Amendment thereto dated as of July 1 1983 and a Second Amendment thereto dated as of July 1, 1985 (together, the "Security Agreement") from the Trustee to the Secured Party. Reference is made to the Security Agreement and all supplements and amendments thereto executed pursuant to the Security Agreement for a description of the Collateral (as defined in the Security Agreement), and the nature and extent of the security and rights of the Secured Party, the holder or holders of the Notes and of the Trustee in respect thereof.

Certain prepayments are required to be made on this Note and any other Notes outstanding under the Security Agreement. The Trustee agrees to make the required prepayments on such Notes in accordance with the provisions of the Security Agreement. Unless accelerated pursuant to the Security Agreement, neither this Note nor any other such Notes are subject to prepayments or redemption in whole or in part at the option of the Trustee or any other party prior to the expressed maturity date.

The terms and provisions of the Security Agreement and the rights and obligations of the Secured Party and the rights of the holders of the Notes may be changed and modified to the extent permitted by and as provided in the Security Agreement.

This Note is a registered Note and is transferable only by surrender thereof at the principal office of the Debtor, duly endorsed or accompanied by a written instrument of transfer, duly executed by the registered holder of this Note or his attorney duly authorized in writing.

This Note and the Security Agreement are governed by and construed in accordance with the laws of the State of Maryland.

It is expressly understood and agreed by and between the Trustee, the Trustor, the holder of this Note and the Secured Party and their respective successors and assigns, that this Note is executed by The Connecticut Bank and Trust Company, National Association, not individually or personally but solely as Trustee under the Trust Agreement in the exercise of the power and authority conferred and vested in it as such Trustee; and it is expressly understood and agreed that nothing herein contained shall be construed as creating any liability of The Connecticut Bank and Trust Company, National Association, or of the Trustor, individually or personally, for or on account of any express or implied representation, warranty, covenant or agreement made herein (other than those expressly made in the Debtor's individual capacity in the Participation Agreement and in Section 2.2 of the Security Agreement), all such liability, if any, being expressly waived by the holder of this Note and by the Secured Party and by each and every person now or hereafter claiming by, through or under the holder of this Note or the Secured Party; and that so far as The Connecticut Bank and Trust Company, National Association or the Trustor, individually or personally, are concerned, the holder of this Note and the Secured party and any person claiming by, through or under the holder of this Note or the Secured Party shall look solely to the Collateral for payment of the indebtedness evidenced by this Note or of any liability resulting from or arising out of any breach of any representation, warranty or covenant (other than those expressly made in the Debtor's individual capacity in Section 2.2 of the Security Agreement) made by the Trustee herein.

IN WITNESS WHEREOF, the Trustee has caused this Note to be duly executed.

THE CONNECTICUT BANK AND TRUST
COMPANY, NATIONAL ASSOCIATION
not in its individual capacity
but solely as Trustee

By ______________________________
Its ______________________________

NOTICE

THIS NOTE HAS NOT BEEN REGISTERED PURSUANT TO THE SECURITIES ACT OF 1933 OR UNDER THE SECURITIES LAWS OF ANY STATE. THIS NOTE MAY NOT BE OFFERED OR SOLD UNLESS IT IS REGISTERED UNDER THE APPLICABLE SECURITIES LAWS OR UNLESS AN EXEMPTION FROM SUCH REGISTRATION IS AVAILABLE.

Inquiries Should be Made to the Security Trustee if Certification as to Balance Due Hereunder is Required.